



County of San Bernardino

F A S

STANDARD CONTRACT

FOURTH AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number 02-508 A-4	
County Department Real Estate Services Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative David H. Slaughter, Director			Telephone 387-7813		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. N31707	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Chino - SCALF			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Southern California Agricultural Land Foundation

hereinafter called CONSULTANT

Address

13839 Bon View Avenue

Ontario, CA 91710

Telephone

(909) 464-0186

Federal ID No. or Social Security No.

33-0392136

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and CONSULTANT on June 18, 2002, entered into an agreement, Contract No. 02-508, wherein the CONSULTANT agreed to provide certain real property management services to the COUNTY; and,

WHEREAS, the COUNTY and CONSULTANT on May 20, 2003, approved the First Amendment to Contract No. 02-508 to extend the management agreement through May 31, 2004; and,

WHEREAS, the COUNTY and CONSULTANT on April 27, 2004, approved the Second Amendment to Contract No. 02-508 to extend the management agreement through August 31, 2004; and,

WHEREAS, the COUNTY and CONSULTANT on August 24, 2004, approved the Third Amendment to Contract No. 02-508 to extend the management agreement through November 30, 2004; and,

WHEREAS, pursuant to negotiations between the parties, the parties now desire to extend the term of the agreement for a period of two years, through November 30, 2006.

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Input Date	Keyed By

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree that the Agreement, Contract No. 02-508, is amended as follows:

1. Effective December 1, 2004, the term of the agreement is extended for a period of two years ending November 30, 2006.

2. ADD the following to the end of Paragraph 1, Part F, SCOPE OF SERVICES:

In keeping with the original objectives of the Program, no later than June 1, 2005, Consultant, working closely with County staff, shall complete and deliver to the County a plan to sell certain of the existing dairies and acquire replacement dairy properties in close proximity to those dairies owned by the County east of the Chino Airport. Once adopted, the plan can be implemented by the County (and/or a real estate consultant under contract to the County) and in collaboration with SCALF, which will result in a methodical and timely buy/sell/exchange program designed to consolidate the SCALF managed properties into a group of contiguous parcels.

3. ADD the following to the end of Paragraph 1, as Part G, SCOPE OF SERVICES:

G. Consultant shall memorialize its hiring arrangement with any/all employees through the use of an employment contract supported by a formal, written job description. Consultant shall prepare an annual performance evaluation of all its employees, and shall establish annual goals for the Program in connection with the adoption of the annual budget.

4. ADD the following to the end of Paragraph 1, as Part H, SCOPE OF SERVICES:

H. Consultant, in cooperation with the dairy/tenant operators, shall create a maintenance and repair list for each property and prioritize those repairs at least semi-annually. A list of completed repairs and a status report of those remaining is to be included in Consultant's semiannual report to the County.

5. ADD the following to the end of Paragraph 1, as Part I, SCOPE OF SERVICES:

I. Consultant shall subject future prospective tenants to credit checks via Equifax or Experian (formerly TRW) before recommending the County enter into a lease agreement involving property managed by SCALF on the County's behalf.

6. ADD the following to the end of Paragraph 4, COMPENSATION AND METHOD OF PAYMENT:

Payment for the extended term beginning December 1, 2004 and ending June 30, 2007 will be made as follows: for the two years and seven month extended term of December 1, 2004 thru June 30, 2007, on the first day of each month compensation shall be THIRTEEN THOUSAND FOUR HUNDRED FORTY TWO and 00/100 Dollars (\$13,442) per month for Program properties and ONE THOUSAND THREE HUNDRED and 00/100 Dollars (\$1,300) for the Wiersema Dairy, for a total of FOURTEEN THOUSAND SEVEN HUNDRED FORTY TWO and 00/100 Dollars (\$14,742) per month.

7. ADD the following to the end of Paragraph 26, CONFLICT OF INTEREST:

Due to the nature of the contractual relationship between Consultant and the County and the responsibilities and authority of Consultant, Consultant agrees to require all officers and board members of Consultant to prepare and file with the County Real Estate Services Department a form under the same conditions and substantially the same format as the Fair Political Practice Commission's Form 700 to disclose any conflicts of interest which may exist as a result of his or her involvement with carrying out the duties enumerated herein, or negotiating the leases of the dairies and residential properties on behalf of the County.

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8. All other provisions and terms of the Agreement, Contract No. 02-508, as previously amended, shall remain the same and are hereby incorporated by reference.
9. The effective date of this amendment shall be December 1, 2004.

END OF FOURTH AMENDMENT.

COUNTY OF SAN BERNARDINO

Southern California Agricultural Land Foundation
(Print or type name of corporation, company, contractor, etc.)

►
Dennis Hansberger, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated: _____

Name Daniel Hostetler

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

Title Chairman

Dated: _____

By _____
Deputy

Address 13839 Bon View Ave., Ontario, CA 91710

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►
Rex Hinesley, Chief Deputy County Counsel

►

►
Department Head

Date November 16, 2004

Date _____

Date _____

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